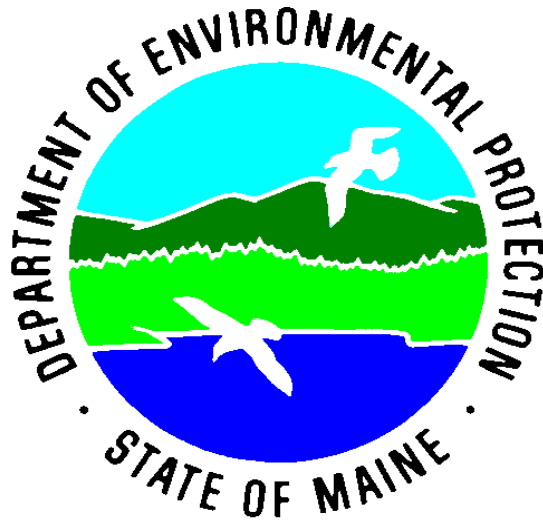


Nonpoint Source Grant Administrative Guidelines

Nonpoint Source Grants Program

October 15, 2004



Maine Department of Environmental Protection
Bureau of Land & Water Quality
Division of Watershed Management
#17 State House Station
Augusta, Maine 04333

Website: <http://www.maine.gov/dep/blwq/docgrant/319.htm>
Agency Contact: Norm Marcotte
Phone: 287-7727 email: norm.g.marcotte@maine.gov

NPS Grant Administrative Guidelines

Nonpoint Source Grants Program

October 15, 2004

CONTENTS

Purpose

Section 1	Grantee Responsibilities	Page 1
Section 2.	DEP Responsibilities.....	2
Section 3.	Project Deliverables	4
Section 4.	Procurement	4
Section 5.	Cost Sharing for BMP Construction	5
Section 6.	Problem Resolution.....	7
Section 7.	Changes in the Work	7
Section 8.	Invoices and Payments.....	8
Section 9.	Non-Federal Match	9
Section 10.	NPS Site Report	11
Section 11.	Progress Reports.....	11
Section 12.	Final Project Report	13
Section 13.	Closeout of Grant Agreement	13

ATTACHMENTS

Attachment A.....	Progress Report - NPS Grant: Instructions
Attachment B.....	Final Project Report: Instructions
Attachment C.....	Non-Federal Match Documentation - Example
Attachment D.....	NPS Site Report
Attachment E.....	Invoice Forms
Attachment F.....	Cost Sharing Agreement - Example
Attachment G.....	Closeout of Grant Agreement Letter - Example
Attachment H.....	Amendment to a Grant Agreement

NPS Grant Administrative Guidelines

Maine Nonpoint Source Grants Program

October 15, 2004

Purpose

Grantees conducting a Nonpoint Source Pollution Control Project are obliged to administer the project in accordance with the Grant Agreement (contract). The Grant Agreement requires grantees to use these Guidelines to comply with reporting requirements.

These Guidelines: (1) detail reporting requirements, and (2) provide other information to help Grantees administer a NPS project to comply with the Grant Agreement. The Guidelines apply to all NPS grant projects and supersede NPS Grant Administrative Guidelines, February 2001.

Section 1. Grantee Responsibilities

A. Grant Agreement

Grantees are obliged to administer the project in accordance with the Grant Agreement (contract). The Grant Agreement describes Grantee responsibilities in 3 riders:

- Rider A. Specifications of Services to be Provided (includes the Project Work Plan);
- Rider B. Methods of Payment and Other Provisions; and
- Rider C. Certifications

B. Summary of Grantee Responsibilities

This section is a summary of Grantee responsibilities for administering a Grant Agreement. Use this document and the Grant Agreement or contact the DEP Agreement Administrator for further information about Grantee responsibilities.

1. Conduct the project or program activities as described in the Project Work Plan.
2. Conduct the project activities at the pace necessary to complete the project according to the work plan schedule.
3. Send all reports, correspondence, deliverables, invoices, etc to the DEP Agreement Administrator designated in paragraph #6, Rider B of the Agreement. Contact the Agreement Administrator for assistance with any questions.
4. Maintain an active cooperative working relationship with the DEP Agreement Administrator. Keep the Agreement Administrator informed of project activities. DEP wants to help solve problems before they become unmanageable and be informed about activities that are particularly successful.
5. Notify DEP as soon as possible if changes to Project Work Plan are needed to effectively conduct the project. If necessary, request and secure DEP acceptance of changes in the Project Work Plan. (FMI refer to Section 7).

6. Prepare and submit the deliverables listed in the project Project Work Plan according to guidelines in Section 3. Deliverables are listed in the Project Work Plan. Deliverables are key materials or products developed under the project that demonstrate work activity and/or outcomes.
7. Provide Reports to DEP - Progress Reports, Final Project Report and other reports if specified in the Project Work Plan. These Grant Administrative Guidelines provide detailed instructions for report preparation and handling.
8. Use these NPS Grant Administration Guidelines to help administer the Grant Agreement.
9. Organize / record match information (provider, activity, valuation, total value) as match is accumulated during the project to help ensure the match is adequately documented upon project completion. Contact your Administrator if you are unsure of any aspect of match calculation or recordkeeping.
10. Prepare Requests for Payment according to instructions in Section 9. Submit Requests for Payment to the DEP Agreement Administrator.
11. Maintain a financial management system to permit the tracing of funds to a level of expenditure adequate to establish that funds have been expensed on allowed activities and purposes under the Grant Agreement.
12. Follow applicable Federal Office of Management and Budget (OMB) cost principles, agency program regulations, and the terms of the Grant Agreement. Costs charged to the grant must be reasonable and allowable costs. Follow federal cost principles applicable to the type of organization (governments, Federal OMB Circular A-87; nonprofits, Circular A-122; or educational institution, Circular A-21). Grantees may not incur costs before the effective date of the Grant Agreement. Circulars are at <http://www.whitehouse.gov/omb/circulars>.
13. Submit an audit report to the Department if the Grantee receives more than \$500,000 in funds from all federal sources within a fiscal year. Refer to the Grant Agreement (Rider A) for more information.
14. Maintain all correspondence, documents, deliverables, payroll & accounting records and other materials pertaining to the Agreement. Allow inspection of pertinent documents by DEP or other authorized representative of the State of Maine or the federal government.

Section 2. DEP Responsibilities

A. Grantee Monitoring

DEP is responsible for monitoring the Grantee use of the grant award through site visits or other means to provide reasonable assurance that (1) project goals are achieved and (2) the Grantee administers the grant award in compliance with terms of the grant agreement. Monitoring activities normally occur throughout the year and may take various forms, such as:

Reporting - Reviewing performance reports and invoices submitted by the Grantee.

Site Visits - Performing site visits at the Grantee Office and in the field to observe operations, and review project and financial records.

Contact - Regular contacts with grantees and appropriate inquiries concerning program / project activities.

B. DEP Agreement Administrator

DEP designates a staff person to serve as Agreement Administrator to serve as DEP's representative (agency contact person) to help guide the project and monitor Grantee performance on the Grant Agreement. The DEP Agreement administrator will help ensure that work is carried out according to the work plan by conducting site visits, reviewing deliverables, and helping to address any problems or questions. The following list highlights DEP responsibilities for monitoring the Grant Agreement:

1. Provide or coordinate DEP consultation to help the Grantee successfully implement the project work plan and comply with the Grant Agreement.
2. Monitor the Grantee to provide reasonable assurance that the Grantee achieves project goals and administers the grant award in compliance with terms of the grant agreement.
3. Meet with the Grantee within 2 months of project start-up to review the Grant Agreement, Project Work Plan, and the NPS Grant Administrative Guidelines to help ensure the Grantee understands their responsibilities and is prepared to effectively administer the project.
4. Meet with the Grantee periodically (1/year or more) at the Grantee Office and in the field to observe / review project operations.
5. Go onsite in the field to observe the NPS sites treated (construction sites) using project funds and other relevant sites.
6. Receive, acknowledge, review and handle all submissions from Grantee in a timely manner including:
 - a. Progress Reports;
 - b. Deliverables;
 - c. Requests for Payment;
 - d. Final Project Report.
7. If necessary prompt the Grantee to help ensure the project is proceeding as scheduled and Reports required by the Agreement are provided to DEP
8. Document key contacts with a grantee (site visits, meetings etc.) in writing for the DEP project file to exhibit DEP monitoring of the project.
9. Maintain a project file containing relevant documentation materials.
10. Closeout the Grant Agreement.

C. Grantee & DEP Cooperation.

Developing a good working relationship between the Grantee and the DEP Agreement Administrator is advantageous so that each understands the other's needs and duties. In some cases a Grantee and the Agreement Administrator may prefer to work closely together on many aspects of the project, such as training sessions, evaluating NPS sites, engaging stakeholders, and so on. At other times it may be preferable for DEP to remain more distant, but still available to provide assistance upon request. The best approach should be determined on a case-by-case basis by the Agreement Administrator and the Grantee with the mutual goal being to implement the project as effectively as possible.

Section 3. Project Deliverables

"Deliverables" are specific products generated by the Grantee during a NPS project. Deliverables are clearly identified and listed in project work plans under the heading "DELIVERABLES". Deliverables must be submitted, reviewed, and approved to complete a project and closeout a grant agreement. If needed, Grantees should review the content of a deliverable with DEP Agreement Administrator for acceptability prior to formally submitting a Deliverable to DEP and EPA.

A. Submitting Deliverables

A "Deliverable" should be submitted to by the Grantee when it is completed. Do not wait until a Progress Report is due. Deliverables should be submitted as follows:

1. The Grantee sends two copies of the final Deliverable directly to the DEP Agreement Administrator. The Agreement Administrator will keep one copy and forward the other copy to the NPS Program office in Augusta.
2. The Grantee sends one copy directly to EPA. The contact person for EPA is:

Sandra Fancieullo
EPA New England – Region 1
1 Congress Street, Suite 1100
Boston, MA 02114-2023

B. Labeling Deliverables

Deliverables must be clearly labeled with the appropriate Project ID number, the project title and the deliverable number from the project work plan. This is important so the grantee, DEP and EPA will readily recognize a Deliverable in the project file.

Example Label for a Deliverable:

Project #2002R-01 Sabattus Pond Watershed Project – Phase I, Deliverable #3

Section 4. Procurement

In some projects, a Grantee may need to purchase goods or services to conduct project activities. Procurement means obtaining or acquiring goods or services. Procurements with federal funds must be made on a competitive basis to ensure that fair and reasonable prices are

obtained for goods and services. Grant recipients may use their own procurement procedures provided that the procedures conform to applicable federal law and standards as described in 40 CFR 31.36. These regulations describe 4 procurement methods: small purchase procedures; sealed bids; competitive proposals and noncompetitive proposals.

Procurements of less than \$100,000 may be conducted using small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, etc. Small purchase procedures require that price or rate quotations must be obtained from an adequate number of qualified sources. Standard practice is to document price or rate quotations from 3 or more qualified sources. Grant Agreements issued after April 2003 includes Grantee certification statements (Rider C) relating to procurements.

Procurement methods using federal funds are specified in the Code of Federal Regulations at 40CFR 31.36 <http://www.gpoaccess.gov/cfr/retrieve.html>

DEP requests grantees to give preference to purchasing services from contractors with staff certified in Erosion Control Practices by DEP.

Section 5. Cost Sharing for BMP Construction

Many NPS projects work to prompt installation of BMPs to address identified pollution problems at NPS sites. Some NPS sites may require only technical assistance from the Grantee; and the landowner pays for all out-of-pocket costs associated with the construction. Other NPS projects involve cost sharing to increase on-the-ground implementation of BMPs at NPS sites. Under cost sharing, a Grantee provides grant funds in the form of a cost share payment to a town or individual to share the cost of constructing Best Management Practices at a NPS site. In both cases, BMP installations should be completed with Grantee oversight and technical assistance.

A Grantee does cost sharing by entering into an agreement with the landowner to reimburse the landowner a portion of the cost of the construction of a BMP at a NPS site if the landowner constructs the BMP properly. Cost sharing as described here is not considered a procurement because the Grantee is not purchasing goods or services. If the Grantee directly purchases goods or services, then that is considered procurement. For information regarding procurement refer to Section 4.

A. Administering a Cost Sharing Program

The Grantee administers a cost-sharing program as a positive incentive to effectively prompt installation of BMPs at NPS sites. The Grantee determines: the types of NPS sites will be targeted for cost sharing; the eligible BMPs; the cost share percentage rate; providing information about availability of cost sharing; and uses an appropriate Cost Sharing Agreement.

The Grantee details the cost sharing arrangement in the form of Cost Sharing Agreement with each landowner. Refer to Attachment F for a sample format for Cost Sharing Agreement between a Grantee and the cost sharing recipient. Usually the Grantee sets one uniform cost sharing rate for the NPS project, such as 50% or 75% of the cost of an eligible BMP installation. Grantees set the rate at a level to try to accomplish BMP implementation at as many important NPS sites as feasible.

Best Management Practices must comply Maine BMP Guidelines or Federal USDA Natural Resources Conservation Service (NRCS) standards and specifications such as the NRCS Field Office Technical Guide, or other recognized guidelines. Recipients of 319 cost sharing must agree to properly operate and maintain the BMP for its intended purpose for the conservation practice service life. The service life should be specified in the cost share agreement. The best way to determine the service life of a conservation practice (BMP) is to use the USDA - NRCS information. Conservation practice service life is listed in Environmental Quality Incentives Program Conservation Programs Manual, Title 440, Part 515, Subpart N, Section 141. Use the NRCS website "NRCS On-line Directives Management System".
http://policy.nrcs.usda.gov/scripts/lpsiis.dll/M/M_440_515_N_141.htm

Cost sharing is not allowed if a written enforcement order has been issued to the landowner to force installation of the BMP.

B. Cost Sharing with a Landowner

The Grantee oversees and documents cost sharing with a Landowner generally as follows:

1. Confers with Landowner about the NPS site problem and solutions to determine if the landowner would agree to install / construct appropriate BMPs at the site.
2. Confers with the Landowner to design the BMP(s) for the NPS site. Designs the proposed BMP. Confirms that the Landowner will agree to install the proposed BMP(s) at the NPS site.
3. The Grantee and the Landowner signs a Cost Sharing Agreement. The Landowner agrees to construct the proposed BMP(s) according to the design specifications; operate and maintain the BMP; and permit Grantee access for inspection. The Grantee agrees to reimburse the Landowner after verification the BMP was installed properly.
4. The Grantee ensures that permits required for construction are secured prior to construction.
5. The Landowner is responsible for installing / constructing BMP(s) at the NPS site according to the design.
6. The Grantee usually provides technical assistance to the Landowner as needed to help ensure the BMP is installed /constructed at the NPS site in accordance with the design.
7. The Grantee inspects the site to determine if the BMP(s) were installed in accordance with the design.
8. If the Grantee finds the BMP(s) installation is acceptable, then the Grantee reimburses the Landowner according to the Cost Sharing Agreement.

Refer to Attachment F for an example of a Cost Sharing Agreement

Section 6. Problem Resolution

The DEP Agreement Administrator is involved in project activities to the extent of reviewing deliverables, progress reports and invoices, attending occasional meetings, and providing advisory support and technical assistance. Grantees are responsible for implementing the Grant Agreement. Problems such as unforeseen loss of staff, prolonged bad weather, equipment breakdown, etc, are not unusual and may affect the Grantee's ability to meet Grant Agreement requirements. In such cases more hands-on interaction between Grantee and DEP may be needed to help keep project activities on track. Minor or temporary delays are usually resolved through mutual cooperation between the Grantee and the DEP Agreement Administrator.

More significant problems may develop where the project work is not progressing satisfactorily. Examples of potentially serious problems / deficiencies include: repeated failure to complete Project Work Plan tasks; reports or related documentation repeatedly not submitted or of poor quality; project work changed without notice or not performed according to the Project Work Plan; poor budget management, unsubstantiated project costs; etc. If the problem cannot be resolved between the Agreement Administrator and Grantee, then the Agreement Administrator or the Grantee should request assistance from the DEP NPS Program Manager.

Section 7. Changes in the Work

Grantees may need to make changes in the project work to respond to various changed conditions. Grant Agreements have a standard provision regarding changes in the work (Rider B, Section 7).

A. Changes

A grantee is obliged to generally conduct the project or program activities described in the project work plan. Grantees generally have considerable latitude to "do what it takes" to accomplish the objectives of the project. As project work proceeds, the Grantee and/or Agreement Administrator may determine that it is necessary or appropriate make changes in the project work plan (such as: tasks, deliverables, budget or schedule). Changes in the work must be documented in writing between the Grantee and the DEP Agreement Administrator. Prior to changes in the work, the Grantee should provide a letter to request DEP acceptance of the changes. DEP will reply in writing to advise if the changes are accepted or are not accepted.

B. Substantial Changes

An amendment to the Grant Agreement is required in the following circumstances:

1. There will be a substantial change in the scope and objectives of the project;
2. A change is needed in funding amount in the Grant Agreement amount; or
3. Work will need to be performed after the expiration date of the Grant Agreement.

DEP will review the request for acceptability and secure approval from EPA if necessary.

An amendment must be signed by the DEP and the Grantee and approved by the State Division of Purchases, Department of Administrative and Financial Services. An amendment to the Grant Agreement is needed prior to implementing the substantial changes in work.

See Attachment H for information on how to amend a Grant Agreement.

Section 8. Invoices and Payments

Payments are described in Rider B of the Grant Agreement. Payments are on a predetermined time schedule for Agreements prior to April 2003. Payments are on an advance or reimbursement basis for Agreements after April 2003.

A. Submitting an Invoice to DEP

Grantees requesting payment must complete and submit the Request for Payment Form according to instructions provided by DEP (Attachment E). To help ensure prompt DEP response to an invoice, Grantees may want to contact the Agreement Administrator.

For Agreements executed before April 2003 use the invoice form based on a payment schedule. For Agreements executed after April 2003, use the invoice form based on reimbursement or an advance. DEP can not process a Request for Payment unless it is on the appropriate invoice form.

B. DEP Review of Invoices

1. The Agreement Administrator will:
 - a. Review the Invoice for acceptance within 3 days of receipt;
 - b. Inform the Grantee the Invoice is accepted or not accepted within 3 days of receipt.
2. Acceptance criteria. The Agreement Administrator will review the Invoice. An Invoice will be accepted if:
 - a. The appropriate Request For Payment form is completed according to instructions;
 - b. The Agreement Administrator finds the Grantee exhibits adequate compliance and performance according to terms of the Grant Agreement;
 - c. Progress Reports due to DEP have been received and accepted; and
 - d. For advance payments, the explanation of projected cash needed for expected expenses is reasonable.
3. Request for Payment - Accepted. The Agreement Administrator will sign / date the invoice indicating acceptance; retain one copy for the project file; and forward the original invoice to the Land & Water Bureau Fiscal Manager. Grantee can anticipate receipt of the payment from DEP within 3 weeks of acceptance.
4. Request for Payment - Not Accepted. The Agreement Administrator will inform the Grantee the reason why the invoice is not acceptable and advise the grantee as appropriate.

C. Final Payment

Grantees may request the final payment upon submission of the Final Project Report. The Agreement Administrator will accept the final invoice provided the Final Project Report and reports & deliverables required under the Agreement are satisfactory.

Section 9. Non-Federal Match

Grantees are obliged to document non-federal matching funds or services contributed to the project. The amount of non-federal match required is listed in the project work plan under "Budget Information". Grantees should have a systematic approach to accumulate and document match as the project proceeds. Grantees must submit documentation of non-federal project match as part of the Final Project Report. Refer to this section, Attachment B. Final Project Report for information on how to document match.

A. Description

Non-federal Match is the value of funds or services used to conduct the Project that is not borne by the federal funds. Match includes, but is not limited to, contributions of cash or value of services from individuals, organizations, municipalities or non-federal public agencies. Personnel, projects, or services funded with federal monies does not qualify as non-federal match for NPS Grant Agreements.

Funds or services contributed to the project as match must:

1. Be eligible under EPA National 319 Program Guidelines
2. Relate directly to the tasks in the project work plan;
3. Be reasonably valued for the work performed; and
4. Be supported by appropriate documentation.

Match may be cash or the value of "in-kind" non-cash contributions such as charges for equipment used on the project or the value of goods and/or services directly contributed to the project. Volunteer services provided by individuals to the Grantee for project activities and travel costs may be valued as match at rates consistent with rates ordinarily paid by employers for similar work. Activity claimed as match must be performed after effective date of the Grant Agreement and prior to Grant Agreement closeout.

B. Documentation of Non-federal Match

The Grantee must certify in writing that all project match has been documented before closeout of the project. A Grantee should accumulate match information in a table as the project proceeds so one can efficiently summarize non-federal match. The following information should be recorded to document match:

1. Date. List the date associated with the match where applicable;
2. Source. Identify the source of funds or services (person, group, business etc.)
3. Activity. Describe the activity (steering committee meeting, construction etc.)
4. Dollar Value. The value of the activity or item in dollars or dollars/hour; and
5. Valuation. Identify the basis for the dollar value assigned to the activity or item

Refer to Attachment C for an example of how to document non-federal match.

C. Examples of Match

Examples of services or items that may be eligible as non-federal match:

1. Cost of construction of approved BMPs (including labor, equipment & materials).
2. Cost or "value per hour" rate, multiplied by the number of hours of work performed to help carry out project work plan tasks, such as: service on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating directly in project activities; providing training or workshop sessions; designing or reviewing BMP or conservation plans, etc.
3. In the case of volunteer services, valuation per hour is to be consistent with rates ordinarily paid by employers for similar work. The publication, "Calculating the Value of Volunteer Services" (Dec. 2001) by the Maine Commission for Community Service is a source of information to help determine volunteer rates. It is available on-line at <http://www.state.me.us/communityservice/volunteermaine/calcvolservtxt/coverttemp.htm> .
4. Services need to be a "contribution" to the project that relates *directly* to the application of tasks in the project work plan. For example, the value of time spent making a training presentation called for by a Project Work Plan task is eligible as match. However, a person receiving service only such as attending a presentation as part of the general audience is not eligible match.
5. Cost of travel. Auto mileage rate cannot exceed the State of Maine Government rate.
6. Cost of office or field equipment rentals, and supplies used for the project.

Section 10. NPS Site Report

Grantees prepare brief NPS Site Reports to describe pre and post construction site conditions at NPS sites when grant funds or matching funds are used to pay for construction. NPS Site Reports are needed to document the use of project funds for construction. These reports must include a brief description of: the NPS site problem and BMP design; pre and post construction site photos or sketches; outreach planned; and BMP maintenance. DEP recommends using a digital camera to obtain photos of the NPS site conditions.

The Work Plan for a NPS Watershed Project usually specifies NPS Site Reports as a project deliverable. Grantees should submit NPS Site Reports to DEP within 2 months of completion of the site work.

Refer to **Attachment C** for the NPS Site Report form and instructions.

Section 11. Progress Reports

Purpose

The Grant Agreement requires grantees to submit progress reports. DEP uses progress reports to monitor Grantee progress and performance. Federal regulations require monitoring Grantee use of federal awards to provide reasonable assurance that the Grantee achieves project goals and administers the grant award in compliance with terms of the Grant Agreement.

A. Preparing a Progress Report

1. The Progress Report should concisely summarize important work activity performed within the 6-month reporting period. Do not report work performed prior to the reporting period. Do not report anticipated work to be conducted in the future. Do not report work on other local activities that do not relate directly to project tasks.
2. Content and format instructions for preparing a Progress Report are detailed in Attachment A "Progress Report - NPS Grant". Grantees provide a brief narrative summary of work performed, problems, key personnel changes and account information (for the reporting period) on the first page. Then, grantees provide a short update specific to each task in the workplan and list the status of each project deliverable. Each Progress Report must be no more than 3 pages. Grantees must sign and date the report.
3. Do not include any Deliverables as part of a Progress Report. Project Deliverables or other materials must be submitted to DEP under a separate cover.
4. Grantees must submit progress reports on each due date (November 15 & May 15 of each year) until the Department receives the Final Project Report.

B. Submitting a Progress Report to DEP

1. Progress Reports (3 copies) are to be sent directly to the DEP Agreement Administrator for the Grant Agreement.

2. Due dates and reporting periods are:

November 15th - Report activity for the 6 month period, May 1 to October 31
May 15th - Report activity for the 6 month period, November 1 to April 30

3. Progress Reports may be submitted by electronic document or paper copy.
Use document software compatible with Microsoft Word.

4. Grantees retain a copy of Progress Reports for their project file.

C. DEP Review of Progress Reports

1. The Agreement Administrator will:

- a. Acknowledge receipt of the Progress Report within 3 days of receipt;
- b. Review Progress Reports for acceptance and inform the grantee whether the Progress Report is accepted or not accepted within 14 days of receipt.
- c. If needed, contact the Grantee to discuss questions in report content and/or format and work together to make needed changes as soon as possible;
- d. If a Grantee fails to submit a progress report by the due date, the Agreement Administrator should remind the Grantee about the contractual obligation to submit a Progress Report and that DEP will not issue payments unless Progress Report(s) are accepted by the Department.

2. Acceptance Criteria. The Agreement Administrator will review the progress report to determine whether the report is acceptable. A Progress Report will be accepted if the report:

- a. Reasonably describes the work accomplished during the period, and
- b. Was prepared according to the instructions for content and format.

3. Report - Accepted. When the Agreement Administrator determines the progress report is acceptable, they will sign/date all 3 copies; retain one copy for the regional office file; and forward two copies to the NPS Program Office (att: Tony St.Peter). One copy will be filed and the other copy will be inserted in the compilation of Progress Reports that DEP provides to EPA.

The Agreement Administrator may accept a Progress Report with *minor* deficiencies following discussion and correction of the deficiencies on the report in a manner mutually acceptable to the Agreement Administrator and the Grantee.

4. Report - Not Accepted. The Agreement Administrator will inform the Grantee why the report is not acceptable. The Agreement Administrator will notify the NPS Program Office (att:Tony St.Peter) that the Progress Report was not accepted.

5. Payment Hold. DEP will not issue a payment if the Grantee fails to provide Progress Report(s) that are accepted by the Department. Payments can resume once overdue reports are turned in and accepted or problems are addressed in reports that were previously not accepted.

6. Project Slippage. The Agreement Administrator may find that the Progress Report(s) indicate that the project is not proceeding in at the pace necessary to complete the project according to the workplan or there are some other problems. If so, the Agreement Administrator should contact the Grantee to determine why the project is not proceeding as planned and take action to resolve the matter. For guidance, refer to Sections "Problem Resolution" and "Changes in Work". DEP may withhold payments if Grantee does not exhibit adequate compliance and performance according to terms of the Grant Agreement.

Section 12. Final Project Report

The Grant Agreement requires the Grantee to submit a Final Project Report (FPR) to DEP when the project ends. The purpose of a Final Project Report is to document completion of the project and closure of the Grant Agreement.

The FPR should summarize the work accomplished and outcomes of project. These reports are used as reference sources for providing project information to DEP, Environmental Protection Agency, the public and other users. The FPR should provide an easily understood, stand-alone, concise reference source that describes all important activities and outcomes of the project.

The report covers: project overview; task summary; deliverables summary; project outcomes; budget summary and non-federal match. DEP recommends the FRP be approximately 5 to 10 pages in length, and 10 to 30 pages overall, including any supporting appended documentation such as photos, sketches, etc. Space is limited for storing project file records. Please avoid using bulky binders or fasteners.

DEP suggests a Grantee should ask the Agreement Administrator to review the proposed FPR prior to submitting the FPR.

Instructions for preparing a FPR are provided in **Attachment B**.

Section 13. Closeout of Grant Agreement

DEP must document closeout of the Grant Agreement when the project ends due to completion or termination. DEP will review the Final Project Report and information in the project file to verify that the Grantee performed project work in accordance with the terms of the Grant Agreement. DEP will check the following:

1. Project tasks in the project work plan were implemented;
2. Project Deliverables are acceptable and in the project file;
3. Any other reports or documentation required are completed and in the project file;
4. The Final Project Report is accepted and in the project file; and

5. The Grantee and the DEP find that the grant fund accounts balance is acceptable. If there is a remaining balance, then the Grantee must return the funds to DEP.

DEP Closeout Acknowledgement

DEP will acknowledge completion of the Grant Agreement by letter to the Grantee, when DEP finds the Grantee has exhibited adequate performance and compliance according to terms of the Grant agreement.

DEP will notify the Grantee by letter to document acceptance of the Final Project Report. The Agreement Administrator prepares the Closeout Letter for review and signature by the Director of the Watershed Management Division. The letter should briefly note project accomplishments and state that the Grantee has satisfactorily completed project work and administrative requirements as listed in the Grant Agreement. See **Attachment F** for an example of a Closeout Letter.

Attachment A

PROGRESS REPORT - NPS GRANT Instructions

Items I through V not to exceed 1 page. Items VI and VII not to exceed 2 pages. Total report not to exceed 3 pages. Do not include any extra project materials as part of the progress report.

Project Number: _____ **Title:** _____
Report for the Period (check one): Nov. 1 to April 30 ___ May 1 to Oct. 31 ___ **For Year:** _____
Grantee name: _____
Grantee contact person: _____
Phone: _____ E-mail (optional): _____

I. Account Drawdown Information (estimate):

a.) Funds expended this period:	Grant	\$ _____	Non-Federal Match	\$ _____
b.) Total agreement amount:	Grant	\$ _____	Non-Federal Match	\$ _____
c.) Funds expended to date:	Grant	\$ _____	Non-Federal Match	\$ _____
d.) Funds remaining (b-c):	Grant	\$ _____	Non-Federal Match	\$ _____

II. Short narrative summary of work performed in this reporting period:

III. Reason(s) for delay, and revised schedule for any work scheduled for completion in this reporting period but not completed:

IV. Brief summary of any significant difficulties encountered/remedial action taken:

V. Report any Changes in Key Project Personnel:

Note: Do not expand Items I. through V. beyond one page.

PROGRESS REPORT NPS GRANT continued p. 2 of 3, for project #_____

Sections VI and VII not to exceed 2 pages combined

VI. Use this sample format (boxes are optional) to explain work done for each workplan task . Reference the appropriate project deliverables in the text. Explain any periods of inactivity.

Task #	Task Heading	WORK DONE	Task Status
1	Project Management	Grant Agreement signed by parties in May. Steering Committee formed; held 3 meetings to plan for accomplishing the project tasks; and agreed on details of cost sharing program to help prompt BMPs installation at the proposed NPS sites.	Ongoing
2	Ag NPS Sites	NRCS secured farmer cooperation at corn cropland near shoreline for crop rotation and buffer strip installation. UMCE has secured farmer cooperation at dairy farm on Quaker Hill Rd. for installation of livestock fencing and about 1400 lineal ft. of riparian buffer.	Ongoing
3	Tech Assistance - Residential NPS sites	Project Manager met onsite with 17 shoreline property owners and evaluated the property to identify NPS problems and provide recommendations for BMPs. Provided technical assistance and educational materials. Five owners installed the recommended BMPs.	Ongoing
4	Roadside BMPs	Project Manager & Engineer did site visits & prepared designs for 5 road projects. Five Cost Share agreements signed. Three road projects completed - Haven, Pine, and Swing roads. 3 NPS Sites Reports (Deliverable) were submitted. Two projects will be delayed due to landowner needs. Construction is rescheduled for June 2005.	Delayed
5	Pollutants Controlled Report	Setup a procedure to obtain information during site visits; prepared estimates for the 3 completed road sites	Ongoing
6		(etc.)	

VII. Deliverables:

<u>List Deliverables from workplan</u>	<u>Date Sent To DEP & EPA</u>	<u>Current Status of Deliverable</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
	(etc.)	

(List all Deliverables as they are shown in the Project Work Plan, even those not submitted yet)**Grantee Signature:** _____ **Name printed** _____ **Position Title:** _____

Date Submitted to DEP Agreement Administrator: _____

Agreement Administrator Signature: _____ Date accepted: ____/____/____

Date the "accepted" Progress Report was forwarded to DEP Augusta Office: ____/____/____

Date Received from DEP AA: ____/____/____ Entry Code: _____

Attachment B

FINAL PROJECT REPORT INSTRUCTIONS

The Grant Agreement requires submission of a Final Project Report (FPR). The purpose of a Final Project Report is to document completion of the project and closure of the Grant Agreement. The DEP Agreement Administrator will evaluate the FPR. DEP will acknowledge project completion once DEP finds the FPR acceptable. The FPR should provide a stand-alone, concise, one-stop reference source that describes important project activities and outcomes.

TITLE PAGE:

Project Number and Title, Date of Report, Grantee name, Grantee Contact Person, Date Project Started, Date FPR submitted, and acknowledgements (Grant Agreement, Rider A).

REPORT HEADINGS:

I. Project Overview (suggested length - 1/2 to 2 pages)

In narrative format summarize the project purpose, highlights (successes, problems, key personnel, etc.), and any changes in scope of the project. This should be a brief abstract of the project as a whole.

II. Task Summary (suggested length - 1 to 3 pages)

Summarize project efforts by respective task in the Project Work Plan (Task #1, Task #2, etc.). Include specific numbers and facts to explain results where possible, such as: number and description of NPS sites treated with BMPs; workshops held and number of attendees at each; numbers of volunteers who participated; number of technical assistance visits conducted; amount of NPS pollutant load reduction achieved, etc. Include pertinent descriptions of unusual or significant problems or successes.

III. Deliverables Summary (suggested length - 1/4 to 1/2 page)

List each of the project deliverables as shown in the Project Work Plan's "DELIVERABLES" section. Note the date the deliverable was submitted and briefly discuss its relative value (i.e., was it worth the time and effort?).

IV. Project Outcomes (suggested length - 1 to 3 pages)

- A. List the major outcomes of the project. (examples: NPS sites treated with BMPs; local NPS control accomplishments; report or publication, etc).
- B. Describe environmental results of the project in terms of NPS pollutant load reductions and/or water quality improvements.
- C. Discuss any "lessons learned" based on your experience doing the project. What made the project more effective? What did not work well?

V. Summary of Total Expenditures Summarize expenditure totals as follows:

	<u>NPS Grant</u>	<u>Non-Federal. Match</u>
Grant Agreement Amount	_____	_____
Funds Expended	_____	_____
Funds Balance	_____	_____

VI. Non-federal Match Documentation / Certification

The Grantee must certify that non-federal match has been documented. Refer to Section 9 of the NPS Grant Administrative Guidelines for how to document match. Grantees need to complete the "Non-federal Match Documentation / Certification" form (next page). The form requires supporting material adequate to summarize the contributions to project work (source, activity and valuation) claimed as non-federal match.

Appendices If needed, include pertinent information that supports the descriptions offered in the above sections such as: maps, sketches, photos; figures and tables; etc.

Non-Federal Match Documentation / Certification

Grantees need to document matching funds or services contributed to the project. The amount of match required is listed under BUDGET INFORMATION in the project work plan. Grantees must submit this form, "Non-federal Match Documentation / Certification" as part of the Final Project Report.

The Grantee must certify in writing that match has been documented before closeout of the Grant Agreement. The following information is needed to adequately document match. To efficiently meet documentation requirements, Grantees should accumulate match information as the project proceeds and record information in a table. See Attachment C for an example.

1. Source. Identify the source of the funds or services;
2. Activity Describe the activity and the amount of activity; and
3. Valuation Describe the basis for assigning the amount of dollar value to the activity.

Important: This signed certification form must be accompanied by supporting information that documents (source, activity and valuation) the matching funds or services claimed by the Grantee. The Certification Statement alone is not sufficient to document the non-federal match.

GRANTEE INFORMATION:

Name: _____
Address: _____

Telephone: () _____
Contact Person: _____

PROJECT INFORMATION:

Project Title: _____
Project ID# (Example...#2001-12): _____

Match Amount planned under the Grant Agreement \$ _____
Match Amount Claimed \$ _____

CERTIFICATION STATEMENT:

I certify that the non-federal match detailed in the attached information were expended in the course of completing work described in the Grant Agreement for the Project referenced above, and that detailed documentation of the match information is on file and available for review at the Grantee address shown above.

Date ____/____/____

Signature of Grantee - Authorized Official

Attachment C

Non-Federal Match Documentation - Example

This is an example of a summary of non-federal match at completion (closeout) of a NPS project.

Costs or in-kind contributions counting towards satisfying a matching requirement must be verifiable from the records of the Grantee.

Non-Federal Match Summary

NPS Project #2004-55 Nice Watershed Improvement Project - Phase II

Date	Source	Activity or Item	Hours	Rate or Value	Subtotal	Mileage \$0.32/mile	Total
	John Smith	Steering committee	30	\$15/hr	\$450	\$64	\$514
	Mary Doe, NWA	Steering committee	48	\$15/hr	\$720	\$80	\$780
	Andrew Room, Town CEO	Compliance assistance for septic systems, task 2	42	\$25/hr	\$1,000	\$50	\$1150
	Jane Chin, Instructor	Presentation Rd BMP training, task 5a	17	\$30/hr	510	\$15	\$525
	J. Dewey, Attorney	Setup Riparian easement, task 4	21	\$95/hr	\$1995	12	\$2,007
	Mary Doe, NWA	Produce 4 news letters, task 6	62	\$15/hr	930	10	\$940
	ABC Plant Nursery	Plant materials donations for 4 NPS sites		\$120			\$120
	Tom Ring	BMP installation, private road		\$900			\$900
	Joe Johnson	BMP installation, residence		\$200			\$200
	High Spring Farm	BMP installation, heavy use area		\$6,400			\$6,400
	Sunland, Town of	BMP installation, Stine Road Drainage BMPs Project		\$8,500			\$8,500
	Sunland, Town of	BMP installation, Nice Park Riparian BMPs Project		5,000			\$5,000
	Sunland, Town of	BMP installation, Long Rd Drainage BMPs Project		\$9,000			\$9,500
	Ray Jones	BMP installation, Buffer planting		\$180			\$180
	Nice Watershed Asso.	Cash contribution Grantee, Outcome report, Task 5b					1,000
	Fine Corporate Foundation	Grant to Grantee, used for various project activities					2,000
Totals							39,216

Valuation of Activity / Items

- General volunteer labor to help install BMPs were valued at \$15 per hour based on "Calculating the Value of Volunteer Services" (Dec. 2001) by the Maine Commission for Community Service.
- Town CEO regular rate of pay exclusive of fringe and overhead
- Typical billing rate for professional legal services in this area is \$90 to \$110 per hour
- Activity "BMP installations" summarize the non-federal expenses at a BMP construction site; this is the sum of materials, labor and mileage.

Attachment D

NPS SITE REPORT

Complete the NPS Site Report form to document BMP installation / construction at a NPS site. DEP requires completion of a NPS Site Report when grant funds are used to pay for construction costs at a NPS site. For more information refer to the Section 10 in the NPS Grant Administrative Guidelines.

Date Submitted to DEP: _____ (Submit this Report after completion of the BMP installation at a NPS site)
Project Grantee: _____
Grantee Contact Person: _____ DEP Agreement Administrator: _____
Project ID#: _____ Project Title: _____
Location: _____ Grant Cost: \$ _____ Match Cost \$ _____
Match Source(s): _____

NPS Site Conditions Before & After BMP Implementation. Briefly describe the NPS site before and after BMP installation, ie. NPS Problem? Solution? Attach a sketch or photos depicting "before" & "after" conditions:

Tech Transfer / Public Outreach. Briefly describe any action to demonstrate the value of the BMP to others:

Operation and Maintenance Plan. Briefly summarize (or attach documentation) to indicate how the landowner will inspect and maintain the BMPs at the NPS site:

Attachment E

Use this Invoice for a Grant Agreement (Rider B) stating the Method of Payment is based on reimbursement or advance. This pertains to Agreements issued after April 2003.

NONPOINT SOURCE GRANTS PROGRAM

Bureau of Land and Water Quality

PAYMENT REQUEST FORM (see reverse for instructions)

Check One: <input type="checkbox"/> Request for Reimbursement	Date of Request: ___/___/___
<input type="checkbox"/> Request for Advance	Agreement # _____

PROVIDER: Name _____
 Street: _____
 City: _____
 State/Zip: _____

Project ID# _____ Project Title “ _____ ”

Agreement Amount (see instructions): \$ _____

REIMBURSEMENT METHOD:

Total Expended \$ _____ Less Prior Payments \$ _____ = Amount This Invoice \$ _____

ADVANCE METHOD: (for Advance Period of ___ months)

Cumulative Payments to Date \$ _____ Less Expended to Date \$ _____ = Balance on Hand \$ _____

Projected Cash Needs \$ _____ Less Balance on Hand \$ _____ = Amount This Invoice \$ _____

EXPLANATION OF PROJECTED CASH NEEDS FOR THE ADVANCE PERIOD:		
Task #	Work To Be Done (brief explanation)	Est. Cost
		\$
		\$
		\$
		\$
		\$
Total Estimated Projected Cash Needs for the Advance Period...		\$

NON-FEDERAL MATCH:

Match Required \$ _____ Less Match to Date \$ _____ = Match Balance Remaining \$ _____

For Reimbursement, Provider certifies that grant funds were expensed on allowed activities and purposes in accordance with the Grant Agreement. For Advances, Provider certifies that the requested payment is needed for expected project expenses during the advance period and that funds will be expensed on allowed activities and purposes in accordance with the Grant Agreement. Provider agrees to produce on request the source documents used to prepare this payment request.

SUBMITTED BY: (signature of authorized Provider representative) _____
 Name Printed _____ Title _____ Date: ___/___/___

APPROVED FOR PAYMENT BY: (signature of DEP Agreement Administrator) _____
 Name Printed _____ Date: ___/___/___

Instructions for Completing the Payment Request Form:

In the box near top of page.....

- ___ Check whether "reimbursement" or "advance" on the line provided.
 - ___ Enter the date of the payment request.
 - ___ Enter the Agreement number (found at the top of p. 1 of the Agreement.) Example: 402054
- (NOTE: DEP retains 10% of the grant funds until the project is closed out according to DEP procedures)

Provider/Project Info

- ___ Enter Provider's Name and Mailing Address (Street, City, State and Zip Code).
- ___ Enter the "Project ID Number" (Example: #2004R-12) and the "Project Title" (see the Agreement p. 1 or the project work plan p. 1).
- ___ Enter the "Agreement Amount". This is the amount of grant funds to be used in completing this Agreement. Refer to the Agreement for this amount or contact the Agreement Administrator if questions.

Request for Reimbursement Instructions

- ___ Enter the "Total Expended". This is the amount of grant funds expended for allowed project costs.
- ___ Enter "Prior Payments". This is the amount of grant funds previously paid by DEP to Provider.
- ___ Enter "Amount This Invoice", which is the difference between "Total Expended" and "Prior Payments".

Request for Advance Instructions

- ___ On the line provided, enter the number of months covered by the requested advance (1, 2, or 3 months).
- ___ Enter "Cumulative Payments to Date". This is the amount of grant funds received to date by Provider.
- ___ Enter "Expended to Date". This is the amount of grant funds that Provider has expended to date.
- ___ Enter "Balance On Hand". This is the difference between "Cumulative Payments..." and "Expended to Date".
- ___ Enter "Projected Cash Needs". This is the amount of grant funds anticipated to be needed and expended by Provider for the advance period. It is determined by estimating costs for the respective work plan tasks to be worked on during the advance period and noting the info in the table provided. Refer to the work plan for assistance in completing the table. Under the table's Work to Be Done column explain (by each task to be worked on during the advance period) how the grant funds will be expended.
- ___ Enter "Balance on Hand" again and subtract this amount from "Projected Cash Needs" to determine the "Amount This Invoice", which is the amount of grant funds being requested.

Non-Federal (NF) Match Instructions

- ___ Enter "Match Required". This is the amount of NF match shown on the budget page of the work plan.
- ___ Enter "Match to Date". This is the amount of NF match accumulated to date by Provider.
- ___ Enter "Match Balance Remaining". This is the difference between "Match Required" and "Match to Date".

Signatures / Certification

By signing this form Provider is agreeing to the certification clause on the form (located just below the Match information). By signing the form the Agreement Administrator is agreeing that the information offered by Provider is acceptable for purposes of processing the payment request. Both Provider and the Agreement Administrator MUST sign the form for the request to be processed.

Submitting the Form

Provider must submit the form original....not a copy. Provider must submit the original form to the Agreement Administrator (also known as the DEP Project Manager) who, after signing and dating it forwards the completed form to the L&W Bureau Fiscal Manager (Paul Dutram) at the DEP main office in Augusta or if a WIFAP project, to David Rocque at the Maine Department of Agriculture.

IMPORTANT NOTE.....

Payment Request forms not completed according to these instructions may at the discretion of the Agreement Administrator or L&W Bureau Fiscal Manager be returned to Provider for correction prior to processing.

Attachment E

Use this Invoice for a Grant Agreement stating the Method of Payment (Rider B) based on predetermined dates. This pertains to Grants Agreements issued prior to April 2003.

INVOICE / REQUEST FOR PAYMENT
Nonpoint Source Grants Program
Maine Department of Environmental Protection

From: (name & mailing address of Grantee):
--

Date of Invoice: _____

Grant Project for Which Payment Applies:

Project Workplan I.D. Number (ie. #2001-06): _____

Project Title: _____

1.) Original Grant Amount for this Project: \$ _____

2.) Previous Account Balance: \$ _____

3.) **Amount Requested This Payment** \$ _____

Purpose: _____

_____.

4.) Remaining Balance following this Payment (#2 minus #3): \$ _____

Provider certifies that grant funds will be expensed on allowed activities and purposes in accordance with the Grant Agreement. Provider agrees to produce on request the source documents used to prepare this payment request.

SUBMITTED BY: (signature - authorized Provider representative) _____

Name Printed _____ Title _____ Date: ____/____/____

APPROVED FOR PAYMENT BY: (signature - DEP Agreement Administrator) _____

Name Printed _____ Date: ____/____/____

Attachment F

(grantee letter head)

COST SHARING AGREEMENT between (grantee name) and (owner name)

A. Purpose. (grantee name) will provide technical and cost sharing assistance to (owner name) to install Best Management Practices (BMPs) that will abate nonpoint pollution. This work is needed to help achieve the goals of: **Nonpoint Source Pollution Control Project - (number, project name).**

NPS Site Description:

Briefly ID the site location and describe the NPS problem

BMPs to be Installed:

Briefly describe the proposed BMPs to be installed to solve the NPS problem.
Provide the "Estimate of allowable cost for the BMP installation"

B. (Grantee name) agrees to:

1. Provide to the Owner design and specifications for the proposed Best Management Practices (BMPs) and an estimate of allowable costs for the BMPs to be constructed / installed under this Agreement. The design and specifications are an attachment to this Agreement. The design meets Maine BMP Guidelines, Natural Resources Conservation Service (Field Office Technical Guide), or other recognized BMP guidance.
2. Reimburse the Owner at a rate of ___ % of the costs to implement the practices in the design and specifications attached, not to exceed \$ _____, after verification the BMP was installed in accordance with the design.
3. Provide technical assistance to help the owner install the BMP in accordance with the design.
4. Provide a brief Operation & Maintenance Plan describing how to operate and maintain the proposed BMPs.

C. (Owner name) agrees to:

1. Construct / install the proposed BMPs as described in the attached design and specifications provided by (grantee name). If the Owner hires a contractor, preference will be given to contractors with staff certified in Erosion Control Practices by DEP.
2. If needed, obtain any local, state or federal permits to install / construct BMPs under this Agreement; and comply with such requirements if applicable. Signing this Agreement does not provide permits.

3. Complete all construction /installation work by (date), unless approved in writing by both parties.
4. Provide documentation to (name of grantee) to substantiate the costs (expenses and/or in-kind services) to construct / install the BMP project after completion of the work or as requested.
5. Allow the (name of grantee) access to the site area to inspect the BMP or show the BMP to others at a mutually convenient and pre-arranged time for a period of five years.
6. Operate and maintain the BMP(s) for its intended purpose for the conservation practice (BMP) service life (10 years) according to the Operation & Maintenance Plan provided by (grantee name).

D. Payments

1. The Owner agrees to pay costs for the constructing / installing the BMPs recommended in the design and specifications including payments to contractors and others.
2. The Grantee will reimburse the Owner for the costs of constructing / installing the BMPs at the rate specified in B.2. after certification in writing by the (grantee name) representative that the BMPs were installed according to the design and specifications.

E. Changes

If necessary, the parties may mutually agree to change this Agreement. The Owner will notify (Grantee name), in advance, regarding proposed changes to this Agreement or the BMP design and specifications or cost estimate. Changes to this Agreement must be documented in writing, signed by the parties and attached to this Agreement.

ENDORSEMENTS

The undersigned hereby agree to the terms of this Cost Share Agreement.

(Owner name)

(Grantee name)

Signature

Signature

Name Printed

Name Printed

Date _____

Date _____

Phone #

Phone #

Mailing Address:

Mailing Address:

NOTE: Attach the Design and Specifications for the proposed BMPs to this Agreement.

Attachment G

Closeout of Grant Agreement Letter - Example

April 30, 2001

Jane Doe, Executive Director
Pine Bluff Conservation District (PBCD)
P.O. Box 2117
Pittsfield, ME 04635

RE: Final Project Report
NPS Project #2000-55, "Cromwell Lake Watershed Project, Phase II"

Dear Ms. Doe:

Congratulations for the successful completion of the Cromwell Lake Watershed Project, Phase II.

PBCD continues to provide effective local leadership to help reduce threats to water quality and Atlantic Salmon habitat. A major accomplishment of this project is substantially increased ability of PBCA to collaborate with local stakeholders, town governments and state agencies to recognize and act on opportunities to protect or improve water quality and fisheries habitat. PBCR achieved many successes as an outcome of this project, including: an updated listing of problem NPS sites (163 sites); 13 site restoration plans; 8 NPS site treated with BMPs; 13,625 lineal feet of additional river frontage placed under conservation easement; and an estimated 14 pounds reduction of phosphorus loading to the Cromwell Lake.

This letter acknowledges receipt of the Final Project Report dated April 10th, 2001. Review of the report and project file shows that the project has been completed and the deliverables required in the Project Work Plan have been received and accepted. DEP finds the PBCD performed project work in accordance with the terms of the Grant Agreement. The Department acknowledges completion of the Grant Agreement.

Thank you for protecting Maine's clean water.

Sincerely,

, Director
Watershed Management Division
Bureau of Land and Water Quality

Cc: Jon Doe, DEP Agreement Administrator

ATTACHMENT H

Amendment to a Grant Agreement

WHAT IS AN AMENDMENT?

An amendment is a formal adjustment of an existing NPS project agreement or contract reflecting a significant change in the scope of work, budget, resources, or circumstances relating to that project. Amendments constitute recognition and documentation by the grantee and by the State, of mutually agreed-upon changes to an existing contract or agreement.

WHEN IS AN AMENDMENT NEEDED?

An amendment is needed when there is a substantial change in the scope or objectives of a project or a change is needed in the total agreement amount. The most common reasons for requesting an amendment is to extend the project timeframe past an approaching contract/agreement expiration date, or to reflect changes to work or expenses that substantially differ from the approved work plan.

HOW DOES THE AMENDMENT PROCESS WORK?

The amendment process is much like a normal contract/grant agreement process. Once the need for an amendment is determined and the amendment request is made by the grantee to the assigned DEP Agreement Administrator. DEP will help the grantee to prepare the necessary request information. The grantee provides the request to the NPS Grants Program office in Augusta. DEP will review the request for acceptability and secure approval from EPA if necessary. DEP will prepare the amendment to the Grant Agreement and forward it to the grantee for review and signature. After receipt of the signed Grant Agreement from the grantee, DEP will review and sign it, then request approval from the State Division of Purchases (review, budget approval and encumbrance of funds).

WHAT INFORMATION IS NEEDED TO REQUEST AN AMENDMENT?

The grantee must provide a request letter, signed by the grantee's authorized representative. The letter must include:

- (1) The project ID #and title for which the amendment is being requested;
- (2) A statement that an amendment is being requested;
- (3) Background information explaining why the changes are needed;
- (4) A list and description of the respective changes (task by task, where applicable); and
- (5) A schedule for completing each proposed change (start date, any applicable milestone dates, and end date).

WHEN SHOULD AN AMENDMENT REQUEST BE SUBMITTED?

Amendment requests should be submitted as soon as possible after the need is determined but no closer than two (2) months from the date the contract or agreement is scheduled to expire. This is to allow sufficient time for planning, review, and processing of the request.

HOW MUCH TIME DOES IT TAKE TO PROCESS AN AMENDMENT?

The time needed to review and approve grantee's amendment request varies. Provided the information submitted is clear and thorough, an amendment request typically takes about 3 to 5 weeks to process.